

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: August 17, 2005

Division: Public Safety

Bulk Item: Yes X No

Department: Florida Keys Marathon Airport

Staff Contact Person: James R. "Reggie" Paros

AGENDA ITEM WORDING:

Approval of Lease and Concession Agreement with The Hertz Corporation to operate an automobile rental concession at the Florida Keys Marathon Airport

ITEM BACKGROUND:

Sealed bids for the 4th Automobile Rental Concession at the Florida Keys Marathon Airport were opened on May 10, 2005. The Hertz Corporation was the only bidder. The attached Lease and Concession Agreement provides for The Hertz Corporation to operate an automobile rental concession at the Florida Keys Marathon Airport for a period of five (5) years.

PREVIOUS RELEVANT BOCC ACTION:

On June 15, 2005, Board granted approval to award bid for the 4th Automobile Rental Concession at the Florida Keys Marathon Airport to The Hertz Corporation.

CONTRACT/AGREEMENT CHANGES: This is a new agreement.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: N/A

BUDGETED: Yes No N/A

COST TO COUNTY:

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes X No

\$9,729.72 plus
AMOUNT PER YEAR 10% Concession Fee

APPROVED BY: County Atty YES OMB/Purchasing YES Risk Management YES

DIVISION DIRECTOR APPROVAL:


James R. "Reggie" Paros

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: The Hertz Corporation

Effective Date: Upon Approval, 2005

Expiration Date: 2010

Contract Purpose/Description: Lease and automobile rental concession agreement at Florida Keys Marathon Airport

Contract Manager: James R. Paros
(Name)

6060
(Ext.)

Marathon Airport/Stop 15
(Department)

for BOCC meeting on August 17, 2005

Agenda Deadline: August 2, 2005

CONTRACT COSTS

Total Dollar Value of Contract: Revenue Producing Current Year Portion: Revenue Producing

Budgeted? Yes ☐ No ☐ Account Codes: _____

Grant:

County Match:

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____ /yr

For: _____

(Not included in dollar value above)

(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

Division Director 7/1/2005 Yes ☐ No ☐ 7/1/2005

Risk Management 6-22-05 Yes ☐ No ☒ M. Slank 6-22-05

Q.M.B./Purchasing 6-28-05 Yes ☐ No ☒ Shirley Spauld 6/28/05

County Attorney 6/28/05 Yes ☐ No ☒ [Signature] 6/28/05

Comments:_____

Agenda summary should read: "Approval to award bid" - Bro Answered By BOCC 6/15/2015

LEASE AND CONCESSION AGREEMENT
FLORIDA KEYS MARATHON AIRPORT

THIS CONTRACT OF LEASE is made and entered into on the _____ day of _____, 2005, by and between MONROE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as Lessor, and THE HERTZ CORPORATION hereinafter referred to as Lessee or Concessionaire;

WHEREAS, Lessor desires to grant to Lessee a non-exclusive right to operate an automobile rental concession at and from the Florida Keys Marathon Airport at Marathon, Florida, hereinafter referred to as Airport; and

WHEREAS, Lessor and Lessee desire, in connection with said operations, to provide for the leasing by Lessor to Lessee of certain space in and around the Airline Terminal at the Airport for the establishment of a Rental Car Concession to accommodate the Lessee's customers and provide space for the temporary placement of rental ready vehicles and for other purposes in connection with said operations, all as hereinafter more specifically provided; now, therefore

IN CONSIDERATION of the premises and of mutual covenants and promises hereinafter contained, the parties hereto do hereby agree as follows:

1. Premises - Lessor hereby leases to Lessee for its exclusive use as rental car office space #105 located in the airline terminal at Marathon, Monroe County, Florida, said space containing 247 square feet, and being designated "Auto Rental Office/Counter," as shown on Exhibit A, attached hereto and made a part hereof; and in addition thereto, hereby provides 1700 sq. ft. of car prep. area and fourteen (14) rental car ready spaces in the parking lot.

2. Term - This agreement is for a term of five (5) years, commencing _____, 2005 and expiring on _____, 2010.

3. Rental and Fees - Lessee, for and during the term hereof, shall pay to Lessor for the use and occupancy of said Basic Premises and for the rights and privileges herein granted it at the following scheduled rates and fees:

(a) Counter Rental: Office/Counter space rental will be paid for at the following rates: Florida Keys Marathon Airport - \$12.00/sq. ft./per annum + tax.

Office/counter space must be remodeled to mirror existing rental car counters at the Lessee's expense. All required permits will be the responsibility of the Lessee. Counter/office rental space includes that space physically enclosed by the counter, side partitions and back wall. An annual adjustment shall be made in accordance with percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available.

(b) Car Preparation Area - Exhibit B - 1700 sq. ft. - \$0.86/sq. ft./per annum + tax - utilities to be paid by Lessee. Lessee shall obtain any development permits, use permits and occupational licenses necessary for the washing and other preparation, other than mechanical repairs, of cars for rental. A separate water meter and water dispensing point must be installed by the Lessee. Accompanying utilities will be paid by the Lessee. All required permits will be the responsibility of the Lessee.

(c) Fourteen (14) Car Ready Spaces - Exhibit C – \$1,400.00 per annum + tax.

(d) Concession Fee: Guaranteed minimum annual concession fee for each contract year of the five (5) year term of this concession agreement shall be \$23,000.00. The Lessee agrees to pay monthly ten (10) percent of gross revenues for the previous month or one twelfth (1/12) the guaranteed annual minimum, whichever is greater. In the event the total amount paid during any one year period under this method exceeds ten percent of gross revenues or the annual minimum guarantee, whichever is greater, for that one year period, an adjustment will be made to the first months rent for the next subsequent period or, at the end of the fifth year, reimbursement will be made within thirty days.

A performance bond in the amount of \$25,000 (twenty-five thousand dollars) shall be provided to the Board of County Commissioners and shall be held in escrow as security to insure conformance with the contract provisions. It is not the intent of the County to call the bond for rental payments unless there is a violation of the contract.

4. Definition of Gross Receipts - As used herein, the term “gross receipts” shall mean the total sum of money, from charges for net time, mileage, and personal accident insurance, paid or payable, whether by cash or credit, (after any discount specifically shown on the car rental agreement), by the customer to Concessionaire for or in connection with the use of vehicle contracted for, delivered or rented to the customer at the Airport, regardless of where the payment is made or where the vehicle is returned. The Concessionaire for the purpose of its concession rentals shall report all income, both cash and credit, in its monthly gross receipts statement.

5. Accounting Procedures - The Concessionaire shall keep records of all sales and revenues, whether for cash or credit, whether collected or not from its operations in a manner generally accepted as standard to the automobile rental industry located on Airports. Lessee agrees to operate its business upon the Airport so that a duplicate rental agreement invoice, serially pre-numbered, shall be issued for each sale or transaction whether for cash or credit. Lessee further agrees that it will make available to Monroe County, a full and complete book of accounts and other records required by the County to provide a true account of all revenues pertaining to its operations under the provisions hereof. The County, acting through its Finance Director or other authorized representative, shall have the right to inspect and audit the Concessionaire’s books of accounts and other records directly generated at the Marathon Airport office or otherwise pertaining directly to this agreement. Knowingly furnishing the County a false statement of its gross sales under the provision hereof will constitute a default by the Concessionaire of this agreement and the County may, at its option, declare this contract terminated. The Lessee retains the right to have its controller or a representative assigned by its controller to be present during any inspection or audit by the County. Ten (10) business day’s notice must be given of intent to audit by the County to allow Lessee’s controller sufficient time to schedule said presence.

6. Abatement of Minimum Guarantee - In the event that (1) for any reason the number of passengers deplaning on scheduled airline flights at the Airport during any month shall be less than eighty percent (80%) of the number of such deplaning passengers in the same period in the preceding calendar year, or in the event that (2) in the opinion of the Board of County Commissioners, the operation of Lessee’s car rental business at the Airport is affected through no fault of Lessee by shortages or other disruption in the supply of automobiles, gasoline, or other goods necessary thereto, and said shortages or other disruptions results in the

material diminution in Lessee's gross receipts hereunder for a period of at least thirty (30) days, and said shortages or other disruptions are not caused by a labor dispute with Lessee, such diminution to be satisfactorily demonstrated by Lessee to the Board of County Commissioners, then, in either event, the Minimum Guarantee Fee should be abated for the period of time such condition continues to exist. During said period of time, Lessee shall continue to pay to the Lessor ten percent (10%) of gross receipts from the operations hereunder as hereinbefore defined.

7. Investment by the Lessee - All leasehold improvements and their titles shall vest immediately in Monroe County upon their acceptance by the County. Furniture, furnishings, fixtures and equipment will remain the personal property of Concessionaire and may be removed upon the termination of the agreement, provided all of its accounts payable to the County are paid at that time.

8. Leasehold Improvements - Lessee has the right during the term hereof, at its own expense, at any time from time to time, to install, maintain, operate, repair and replace any and all trade fixtures and other personal property useful from time to time in connection with its operation on the Airport, all of which shall be and remain the property of Lessee and may be removed by Lessee prior to or within a reasonable time after expiration of the term of this agreement; provided, however, that Lessee shall repair any damage to the premises caused by such removal. The failure to remove trade fixtures or other personal property shall not constitute Lessee a hold-over, but all such property not removed within ten (10) days after Lessee receives a written demand for such removal shall be deemed abandoned and thereupon shall be the sole property of the Lessor.

Leasehold improvements shall include any installation of walls, partitions, doors and windows, any electrical wiring, panels, conduits, service connections, receptacles or lighting fixtures attached to walls, partitions, ceilings or floor, all interior finish to floors, walls, doors, windows or ceilings; and all floor treatments or coverings, other than carpeting, that is affixed to floors; sanitary disposal lines and sinks, commodes, and garbage disposal units; all heating, air treatment or ventilating distribution systems, including pipes, ducts, venthoods, air handling units and hot water generators; and all refrigerator rooms or vaults and refrigerated waste rooms including refrigeration or ventilating equipment included with same. Any furniture, fixtures, equipment, carpeting and draperies not classified as leasehold improvements above shall be the personal property of the Concessionaire.

9. Damage and Injury - Lessee covenants that it and all of its agents, servants, employees, and independent contractors will use due care and diligence in all of its activities and operations at the Airport and the Concessionaire hereby agrees to repay or be responsible to Monroe County for all damages to the property of the County which may be caused by an act or omission on the part of the Concessionaire, its agents, servants, or employees and except to the extent that such damage to the property is covered by insurance required to be provided by the Concessionaire under any provision hereof, or is provided by Monroe County (except subrogation rights of the County's carrier), Concessionaire shall pay, on behalf of the County, all sums which the County shall become obligated to pay by reason of the liability, if any, imposed by law upon the County for damages because of bodily injury, including damages for care and loss of service, including death at any time resulting from bodily injury and because of injury to/or destruction of property, including the loss or use thereof which may be caused by or result from any of the activities, omission, or operations of the Concessionaire, its agents, servants, or employees on the Airport.

10. Other Development of Airport - Monroe County reserves the right to further develop or improve the landing area of the Airport as its sees fit, regardless of the desires or views of the Concessionaire, and without interference or hindrance; provided, however, that in no event can the County deprive the Concessionaire of reasonable and direct routes of ingress and egress to the premises.

11. Terminal Area Planning - Lessee acknowledges that Monroe County has Master Plans including terminal area revisions. Lessee hereby agrees to cooperate to the fullest with the County, especially in those areas of terminal improvements which may at some time cause relocation of rental car facilities.

12. Utilities - Terminal - Electricity, water and trash removal service will be assessed to Lessee at a surcharge of \$325.31 per month, which monthly fee shall be adjusted for each contract year commencing _____, 2005, in accordance with the percentage change in the Consumer Price Index (CPI) for all urban consumers (CPI-U) for the most recent 12 months available.

13. Lessee's Obligations - Lessee covenants and agrees:

(a) to pay the rent and other charges herein reserved at such times and places as the same are payable;

(b) to make no alterations, additions or improvements to the demised premises without the prior written consent of Lessor, which consent shall be not be unreasonably withheld;

(c) to keep and maintain the demised premises in good condition, order and repair during the term of this agreement, and to surrender the same upon the expiration of the term in the condition in which they are required to be kept, reasonable wear and tear and damage by casualty, not caused by Lessee's negligence, riot and civil commotion, excepted;

(d) to observe and comply with any and all requirements of the constituted public authorities and with all federal, state or local statutes, ordinances, regulations, and standards applicable to Lessee or its use of the demised premises, including, but not limited to, rules and regulations promulgated from time to time by or at the direction of Lessor for administration of the Airport;

(e) to pay all taxes assessed or imposed by any governmental authority upon any building or other improvements erected or installed on the demised premises during the term of this agreement; and

(f) to control the conduct, manner and appearance of its officers, agents, and employees, and any objection from the Director of Airports concerning the conduct, manner or appearance of such persons, Concessionaire shall forthwith take steps necessary to remove the cause of the objection.

14. Lessor's Inspection and Maintenance - Lessor and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right to enter upon the demised premises for the following purposes:

(a) to inspect the demised premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this agreement with respect thereto; or

(b) to perform essential maintenance, repair, relocation, or removal of existing underground and overhead wires, pipes, drains, cables and conduits now located on or across the demised premises, and to construct, maintain, repair, relocate and remove such facilities in the future if necessary to carry out the Master Plan of development of the Airport; provided, however, that said work shall in no event disrupt or unduly interfere with the operations of Lessee, and provided further, that the entire cost of such work, including but not limited to the cost of rebuilding, removing, relocating, protecting or otherwise modifying any fixed improvements at any time erected or installed in or upon the demised premises by Lessor, Lessee or third parties, as a result of the exercise by Lessor of its rights hereunder, and the repair of all damage to such fixed improvements caused thereby, shall be borne solely by Lessor.

15. Indemnification - Lessee shall indemnify and hold Lessor forever harmless from and against all liability imposed upon Lessor by reason of legal liability for injuries to persons, or wrongful death, and damages to property caused by Lessee's operations or activities on such premises or elsewhere at the Airport, provided that Lessor shall give Lessee prompt and timely notice of any claim made against Lessor which may result in a judgment against Lessor because of such injury or damage and promptly deliver to Lessee any papers, notices, documents, summonses, or other legal process whatsoever served upon Lessor or its agents, and provided further that Lessee and its insurer, or either of them, shall have the right to investigate, compromise, or defend all claims, actions, suits and proceedings to the extent of Lessee's interest therein; and in connection therewith, the parties hereto agree to faithfully cooperate with each other and with Lessee's insurer or agents in any said action.

16. Insurance - Prior to execution of this agreement, the Lessee shall furnish the Lessor Certificates of Insurance indicating the following coverages or in excess thereof, and naming Monroe County Board of County Commissioners as additional insured on all policies except Workers Compensation:

- Lessee shall carry fire and extended coverage insurance, if obtainable, on all fixed improvements erected by Lessee on the demised premises to the full insurable value hereof, it being understood and agreed that for purposes hereof the term "full insurable value" shall be deemed to be that amount for which a prudent owner in like circumstances would insure similar property, but in no event an amount in excess of Lessee's original cost of constructing said fixed improvements.
- General Liability - As a minimum, the required general liability coverages will include: Premises Operations; Blanket Contractual; Expanded Definition of Property Damage; Products and Completed Operations; and Personal Injury. The minimum limits acceptable shall be: \$500,000 per Person, \$1,000,000 per Occurrence, \$100,000 Property Damage or \$1,000,000 Combined Single Limit.

- Vehicle Liability – As a minimum, coverage should extend to liability for: Owned; Non-owned; and Hired Vehicles. The minimum limits acceptable shall be \$500,000 per Person, \$1,000,000 per Occurrence, \$100,000 Property Damage or \$1,000,000 Combined Single Limit.
- Workers Compensation - the Contractor shall obtain Employers' Liability Insurance with limits of not less than: \$1,000,000 Bodily Injury by Accident, \$1,000,000 Bodily Injury by Disease, policy limits, \$1,000,000 Bodily Injury by Disease, each employee.

Lessee shall obtain and maintain throughout the life of this agreement those insurance coverages and amounts required. The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

17. Nondiscrimination. LESSOR and LESSEE agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the Court order. LESSOR and LESSEE agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685 -1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975; as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as may be amended from time to time, relating to nondiscrimination based of disability; 10) Secs. 13-101, et seq., Monroe County Code, relating to discrimination based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identify or expression, familial status or age; 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

18. Severability: If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. LESSOR and LESSEE agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19. Binding Effect: The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of LESSOR and LESSEE and their respective legal representatives, successors, and assigns.

20. Authority. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary COUNTY and corporate action, as required by law.

21. Adjudication of Disputes or Disagreements. LESSOR and LESSEE agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement by Florida law.

22. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, LESSOR and LESSEE agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. LESSOR and LESSEE specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

23. Covenant of No Interest. LESSOR and LESSEE covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and the only interest of each is to perform and receive benefits as recited in this Agreement.

24. Code of Ethics. COUNTY agrees that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

25. No Solicitation/Payment. LESSOR and LESSEE warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, LESSEE agrees that LESSOR shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

26. Non-Waiver of Immunity: Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the LESSOR and the LESSEE in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the LESSOR be required to contain any provision for waiver.

27. Privileges and Immunities: All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the LESSOR, when performing their respective functions under this Agreement within the territorial limits of the LESSOR shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the LESSOR.

28. Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the LESSOR, except to the extent permitted by the Florida Constitution, State Statute, and case law.

29. Non-Reliance by Non-Parties: No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the LESSOR and LESSEE agree that neither the LESSOR nor LESSEE or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

30. Attestations. LESSEE agrees to execute such documents as the LESSOR may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

31. No Personal Liability. NO covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

32. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

33. Rules and Regulations - Lessee agrees to observe and obey, during the term of this agreement, all laws, ordinances, rules and regulations promulgated and enforced by the County and by any other proper authority having jurisdiction over the conduct of the operations at the Airport. Within thirty (30) days from the date of this contract, the County shall provide Lessee a written list of all rules and regulations which it has promulgated up until that time and which will effect the Lessee's operations hereunder. In the event new rules and regulations are contemplated, written notice of same shall be furnished to Lessee, and Lessee will be given thirty (30) days to comply. In the event that Lessee should determine that any contemplated rule or regulation unreasonably hinders him in his operation under this agreement, the Lessee shall so notify the County, and the parties hereto agree that any problem arising incidental thereto will, as much as possible, be worked out between the parties without the necessity to resort to further legal remedies.

34. Furnishing of Service - The Lessee further covenants and agrees that he will, at all times during the continuance of the term hereby demised and any renewal or extension thereof, conduct, operate, and maintain for the benefit of the public, the rental car concession provided for and described herein, and all aspects and parts and services thereof as hereinabove defined and set forth, and will make all such facilities and services available to the public and that he will devote his best efforts for the accomplishment of such purposes.

35. United States' Requirements - This lease shall be subject and subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the Airport, and execution of which has been or may be required by the provision of the Federal Airport Act of 1946, as amended, or any future act affecting the operation or maintenance of the Airport, provided, however, that Lessor shall, to the extent permitted by law, use its best efforts to cause any such agreement to include provisions protecting and preserving the rights of Lessee in and to the demised premises and improvements thereon, and to compensation for the taking thereof, and payment for interference therewith and for damage thereto, caused by such agreement or by actions of the Lessor or the United States pursuant thereto.

36. Lessor's Covenants - The Lessor covenants and agrees that:

(a) Lessor is the lawful owner of the property demised hereby, that it has lawful possession thereof, and has good and lawful authority to execute this Lease; and

(b) throughout the term hereof Lessee may have, hold and enjoy peaceful and uninterrupted possession of the premises and rights herein leased and granted, subject to performance by Lessor of its obligations herein.

37. Cancellation by Lessor - If any of the following events occur, the Lessee shall be deemed to be in default of its obligations under the agreement, in which case Monroe County shall give the Lessee notice in writing to cure such default within thirty (30) days, or the concession will be automatically canceled at the end of that time and such cancellation will be without forfeiture, waiver, or release of the County's right to any such of money due pursuant to this agreement for the full term hereof:

(a) if Lessee shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy Laws of any other similar law or statute of the United States or any state, or government, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of the property of Lessee;

(b) if any order or decree of a court of competent jurisdiction Lessee shall be adjudged bankrupt or an order shall be made approving a petition seeking its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy Laws of any law or statute of the United States or any state, territory, or possession thereof or under the law of any other state, nation, or government, provided, that if such judgment or order be stayed or vacated within ninety (90) days after the entry thereof, any notice of cancellation given shall be and become void and of no effect;

(c) if by or pursuant to any order or decree of any court or governmental authority, board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Lessee for the benefit of creditors, provided, that if such order or decree be stayed or vacated within sixty (60) days after the entry thereof or during such longer period in which Lessee diligently and in good faith contests the same, any notice of cancellation shall be and will become null, void and of no effect;

(d) if Lessee fails to pay the rental charges or other money payments required by this instrument and such failure shall not be remedied within thirty (30) days following receipt by Lessee of written demand from Lessor to do so;

(e) if Lessee defaults in fulfilling any of the terms, covenants, or conditions required of it hereunder and fails to remedy said default within thirty (30) days following receipt by Lessee of written demand from Lessor to do so, or if, by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt by Lessee of written demand from Lessor to do so, then, if Lessee shall have failed to commence the remedying of such default within thirty (30) days following such written notice, or having so commenced, shall fail thereafter to continue with diligence the curing thereof;

(f) if the Lessee shall desert or abandon the premises for seven (7) consecutive calendar days;

(g) if the concession or the estate of the Lessee hereunder shall be transferred, subleased, or assigned in any manner except in the manner as herein permitted;

(h) if the Lessee shall fail to pay any validly imposed tax; assessments; utility rent, rate or charge; or other governmental imposition; or any other charge or lien against the premises leased hereunder within any grace period allowed by law, or by the governmental authority imposing the same, during which payment is permitted without penalty or interest; in complying with this subparagraph the Lessee does not waive his right to protest such tax, assessment, rent, rate or charge; or

(i) if the Lessee fails to provide service as required by specifications for five days during any thirty day period, unless such failure is caused by an act of God, national emergency or a labor strike of which the Lessee has given the County immediate notice, the concession may be canceled within thirty (30) days of the giving of notice by the County and the Lessee shall not be permitted to cure such default.

38. Additional Remedies - In the event of a breach or a threatened breach by Lessee of any of the agreements, terms, covenants and conditions hereof, the County shall have the right of injunction to restrain said breach and to invoke any remedy allowed by law or equity, as if specific remedies, indemnity or reimbursement were not herein provided. The rights and remedies given to Monroe County are distinct, separate and cumulative, and no one of them, whether or not exercised by the County, shall be deemed to be in exclusion of any of the others herein or by law or in equity provided. No receipt of monies by Monroe County from Lessee after the cancellation or termination hereof shall reinstate, continue or extend the term, or affect any notice previously given to Lessee, or operate as a waiver of the right of the County to enforce the payment of rentals and other charges then due or thereafter falling due, or operate as a waiver of the right of the County to recover possession of the premises by suit or otherwise. It is agreed that, after the service of notice to cancel or terminate as herein provided, or after the commencement of any proceeding, or after a final order for possession of the premises, the County may demand and collect any monies due, or thereafter falling due, without in any manner affecting such notice, proceeding, or order; and any and all such monies and occupation of the premises, or at the election of the County on account of Lessee's liability hereunder. The parties agree that any litigation arising out of the agreement shall be brought in Monroe County, Florida, and determined under the laws of the State of Florida. The prevailing party shall pay any reasonable attorney's fees incurred by the other party in the event of litigation. Lessee will pay any reasonable attorney's fees incurred by the County in the enforcement of the agreement other than through litigation, including but not limited to all costs and attorney's fees in collecting, bankruptcy or reorganization proceedings, or appeal of any such matter.

39. Cancellation by Lessee - Lessee shall have the right upon written notice to Lessor, to cancel this agreement in its entirety upon or after the happening of one or more of the following events, if said event or events is then continuing:

(a) the issuance by any court of apparent competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the demised premises or preventing or restraining the use of the Airport for usual airport purposes in its entirety, or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Airport, which remains in force unvacated or unstayed for a period of at least one hundred twenty (120) days;

(b) the default of Lessor in the performance of any of the terms, covenants or conditions required of it under this instrument and the failure of Lessor to cure such default within a period of thirty (30) days following receipt of written demand from Lessee to do so, except that if by reason of the nature of such default, the same cannot be cured within said thirty (30) days, then Lessee shall have the right to cancel if Lessor shall have failed to commence to remedy such default within said thirty (30) days following receipt of such written demand, or having so commenced, shall fail thereafter to continue with diligence the curing thereof;

(c) the inability of Lessee to conduct its business at the Airport in substantially the same manner and to the same extent as theretofore conducted, for a period of at least ninety (90) days, because of (i) any law, (ii) any rule, order, judgment, decree, regulation, or other action or non-action of any Governmental authority, board, agency or officer having jurisdiction thereof;

(d) if the fixed improvements placed upon the demised premises are totally destroyed or so extensively damaged that it would be impracticable or uneconomical to restore the same to their previous condition as to which Lessee is the sole judge. In any such case, the proceeds of insurance, if any, payable by reason of such loss shall be apportioned between Lessor and Lessee, Lessor receiving the same proportion of such proceeds as the then expired portion of the lease term bears to the full term hereby granted, and Lessee receiving the balance thereof. If the damage results from an insurable cause and is only partial and such that the said fixed improvements can be restored to their prior condition within a reasonable time, then Lessee shall restore the same with reasonable promptness, and shall be entitled to receive and apply the proceeds of any insurance covering such loss to said restoration, in which event this agreement shall not be canceled but shall continue in full force and effect, and in such case any excess thereof shall belong to Lessee;

(e) in the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government, or any state or local government occupies the Airport or a substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action, of normal civilian traffic at the Airport or the use of motor vehicles or airplanes by the general public, or a limitation of the supply of automobiles or of automobile fuel, supplies, or parts for general public use, and any of said events results in material interference with Lessee's normal business operations or substantial diminution of Lessee's gross revenue from its automobile rental concession at the Airport, continuing for a period in excess of fifteen (15) days;

(f) in the event that at any time prior to or during the term of this agreement, Lessee's presently existing right to operate an automobile rental concession at the Airport is withdrawn, canceled, terminated, or not renewed by Lessor;

(g) the taking of the whole or any part of the demised premises by the exercise of any right of condemnation or eminent domain;

(h) if at any time during the basic term or option term of this lease a majority of the scheduled air transportation serving the local area no longer operates from the Airport; or

(i) if at any time during the basic term hereof or the option periods, the Airport or terminal building is removed to a place more than three (3) road miles in distance from its present location.

(j) If at any time Lessee desires to terminate the lease without cause, and provides thirty (30) days prior written notice to the County, and pays two (2) month's rent and the greater of (a) 10% of the equivalent of two (2) month's gross, or (b) 2/12's of the minimum guarantee; or if Lessee desires to terminate the lease without cause and provides no notice or less than thirty (30) day's written notice, and pays three (3) month's rent and the greater of (a) 10% of the equivalent of three (3) month's gross, or (b) 3/12's of the minimum guarantee. For purposes of this

paragraph, gross revenues shall be based on the immediately preceding two months or three months, respectively, depending upon whether thirty days notice is given.

40. Lessee's Reserved Rights - Nothing contained in this Agreement shall limit or restrict in any way such lawful rights as Lessee may have now or in the future to maintain claims against the federal, state, or municipal government, or any department or agency thereof, or against any interstate body, commission or authority, or other public or private body exercising governmental powers, for damages or compensation by reason of the taking or occupation, by condemnation or otherwise, of all or a substantial part of the demised premises, including fixed improvements thereon, or of all or a material part of the Airport with adverse effects upon Lessee's use and enjoyment of the demised premises for the purposes hereinabove set forth; and Lessor hereby agrees to cooperate with Lessee in maintenance of any just claim of said nature, and to refrain from hindering, opposing, or obstructing the maintenance thereby by Lessee.

41. Assignment and Subletting - It is expressly agreed and understood that any and all obligations of Lessee hereunder may be fulfilled or discharged either by Lessee or by a Licensed member of The Hertz Corporation, duly appointed thereto by The Hertz Corporation, and that any and all privileges of every kind granted Lessee hereunder extends to any Licensee so appointed; provided, however, that notwithstanding the method of operation employed by Lessee hereunder any appointed Lessee always shall continue to remain directly liable to Lessor for the performance of all terms and conditions of this lease. Except hereinabove set out, the premises may not be sublet, in whole or in part, and Lessee shall not assign this agreement without prior written consent of Lessor, nor permit any transfer by operation of law of Lessee's interest created hereby, other than by merger or consolidation.

42. Other Use - Lessee shall not use or permit the use of the demised premises or any part thereof for any purpose or use other than an authorized by this agreement.

43. Liens - Lessee shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by Lessee or any of its contractors or subcontractors upon the demised premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at said premises, by or at the direction of Lessee.

44. Time - In computing Lessee's term within which to commence construction of any fixed improvements or to cure any default as required by this Lease, there shall be excluded all delays due to strikes, lockouts, acts of God and the public enemy, or by order or direction or other interference by any municipal, State, Federal or other governmental department, board, or commission having jurisdiction, or other causes beyond Lessee's control.

45. Paragraph Headings - Paragraph headings herein are intended only to assist in reading identification and are not in limitation or enlargement of the content of any paragraph.

46. Notices - Any notice of other communication from either party to the other pursuant to this agreement is sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following addresses:

For Lessor:
County Administrator
1100 Simonton Street
Key West, FL 33040

For Lessee:
The Hertz Corporation
225 Brae Boulevard
Park Ridge, NJ 07656
Attn: Simon Ellis, VP, Prop. & Concessions

or to such other address as the party being given such notice shall from time to time designate to the other by notice given in accordance herewith.

47. The County hereby agrees not to enter into any automobile rental concession agreement with any person, partnership, or corporation other than the Concessionaire unless the same shall be upon terms no more favorable than those herein granted to the Concessionaire, and shall require automobile rental services substantially equivalent to those available from automobile rental concessionaires upon airports of comparable size throughout the United States. Nothing herein contained shall limit the County from making such reasonable distinctions between the automobile rental concessionaires with respect to the assignment or allocation of rental counter space and parking areas as may appear to it to be justified by the differing operational requirements of the respective rental car concessionaires by reason of the differing amounts of Airport automobile rental business done by each of the respective concessionaires.

48. Airport Security.

(a) General: The federal Transportation Security Administration is the federal agency primarily responsible for overseeing the security measures utilized by the airport owner pursuant to the relevant provisions of Chapter 49, United States Code, and regulations adopted under the authority of the Code, including but not limited to 49 CFR 1540, et seq. Violations of the statutes or regulations may result in severe civil monetary penalties being assessed against the airport operator. It is the intent of the airport operator that the burdens and consequences of any security violations imposed upon the airport operator as a result of actions by an airport tenant or the airport tenant's employees, agents, invitees, or licensees shall be borne by the airport tenant.

(b) Airport Tenant Defined: An airport tenant means any person, entity, organization, partnership, corporation, or other legal association that has an agreement with the airport operator to conduct business on airport property. The term also includes an airport tenant as defined in 49 CFR 1540.5. Each signatory to this Agreement, other than the airport operator, is an airport tenant.

(c) Airport Operator Defined: As used in this Agreement, airport operator means Monroe County, Florida, its elected and appointed officers, and its employees.

(d) Airport Property Defined: Airport property shall mean the property owned or leased by, or being lawfully used by, the airport operator for civil aviation and airport-related purposes. For purposes of this Agreement, airport property is the property generally referred to as the Key West Airport, the Marathon Airport, or both as may be set forth in this Agreement.

(e) Inspection Authority: The airport tenant agrees to allow Transportation Security Administration (TSA) authorized personnel, at any time or any place, to make inspections or tests, including copying records, to determine compliance of the airport operator or airport tenant with the applicable security requirements of Chapter 49, United States Code, and 49 CFR 1540, et seq.

(f) Airport Security Program: The airport tenant agrees to become familiar, to the extent permitted by the airport operator, with the Airport Security Program promulgated by the airport operator and approved by TSA, and also agrees to conform its' operations and business activities to the requirements of the Airport Security Program.

(g) Tenant Security Program: If permitted under TSA regulations, the airport tenant may voluntarily undertake to maintain an Airport Tenant Security Program as referred to in 49 CFR 1542.113. If the airport tenant voluntarily promulgates an Airport Tenant Security Program that is approved by TSA, such program, as may be amended and approved from time to time, shall be automatically incorporated into this Agreement.

(h) Breach of Agreement: Should TSA determine that the airport tenant or one or more of the airport tenant's employees, agents, invitees, or licensees has committed an act or omitted to act as required, and such act or omission is a violation which results in TSA imposing a civil penalty against the airport operator in accordance with TSA's Enforcement Sanction Guidance Policy, such determination and imposition of a civil penalty by TSA shall be considered a significant breach of this Agreement.

(1). Minimum Violation: If the violation is the first or second violation attributed to the airport tenant and is a civil penalty "minimum violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, mitigating, compromising, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures. If the violation is a third violation, or there are multiple violations in excess of two violations, that is or are a civil penalty "minimum violation", the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(2). Moderate Violation: If the violation is the first or second violation attributed to the airport tenant and is a civil penalty "moderate violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred

in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport tenant may cause all of airport tenant's employees involved in the airport tenant's business operations on the airport property to undergo such security training as may be required by the airport operator. The total cost of the training shall be paid for by the airport tenant. If the violation is a third violation, or there are multiple violations in excess of two violations, that is or are a civil penalty "moderate violation", the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(3). Maximum Violation: If the violation is the first violation attributed to the airport tenant and is a civil penalty "maximum violation" as provided for in TSA's Enforcement Sanction Guidance Policy, the airport tenant may cure the breach by paying to the airport operator the total costs incurred by the airport operator, including any fines and penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport tenant may cause all of airport tenant's employees involved in the airport tenant's business operations on the airport property to undergo such security training as may be required by the airport operator. The total cost of the training shall be paid for by the airport tenant. If the violation is a second violation, or there are multiple violations, that is or are a civil penalty "maximum violation", the airport tenant shall pay to the airport operator the total costs incurred by the airport operator, including any fines or penalties imposed, in investigating, defending, compromising, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, compromising, mitigation, or taking of remedial action measures; and, further, the airport operator shall have the right to unilaterally cancel this Agreement, such cancellation to be effective thirty calendar days after receipt by the airport tenant of written notice of cancellation of this Agreement by the airport operator.

(4). Mitigation of Breach: TSA has a policy of forgoing civil penalty actions when the airport operator detects violations, promptly discloses the violations to TSA, and takes prompt corrective action to ensure that the same or similar violations do not recur. This policy is known as the TSA Voluntary Disclosure Program Policy, and is designed to encourage compliance with TSA regulations, foster secure practices, and encourage the development of internal evaluation programs. The airport tenant agrees that upon detecting a violation the airport tenant will immediately report it to the airport operator. Should the TSA ultimately determine that the violation was committed by the airport tenant, or an employee, agent, invitee, or licensee of the airport tenant, but the violation should result in the issuance of a letter of correction in lieu of a civil penalty, then the airport tenant shall reimburse the airport operator the total costs incurred by the airport operator in investigating, defending, mitigating, or taking of remedial measures as may be agreed to by TSA, to include but not be limited to reasonable attorney's fees and costs incurred in the investigation, defense, mitigation, or taking of remedial action measures. A violation resulting in the issuance of a letter of correction shall not be considered to be a breach of this Agreement by the airport tenant.

(5). Survival of Sub-Section: This sub-section h shall survive the cancellation or termination of this Agreement, and shall be in full force and effect.

i. Hold Harmless; Indemnification; Defense; Release; Survival: Notwithstanding any minimum insurance requirements prescribed elsewhere in this Agreement, the airport tenant agrees to hold harmless, indemnify, defend and release the airport operator, and the airport operator's elected and appointed officers and employees, from any claims, actions, causes of action, litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any and all types of injury, including death, loss, damage, fines, penalties, or business interruption of any nature whatsoever, of or to any person or property in connection with the use of the airport property under this Agreement, regardless of causation and including criminal acts of third parties; and especially including any and all fines, penalties, out of pocket expenses, attorney's fees and costs, and costs of remediation or additional security measures required to be implemented by any governmental agency (including but not limited to the Federal Aviation Administration and the Transportation Security Administration) resulting from a violation of any federal law or federal regulation. This sub-section shall survive the cancellation or termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective officer or representative thereunto duly authorized, the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By _____
Deputy Clerk

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

By _____
Mayor/Chairman

THE HERTZ CORPORATION

By _____
Simon Ellis

Title Vice President, Properties & Concessions

Linda Draven
Witness

[Signature]
Witness

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

EXHIBIT A

MARATHON TERMINAL

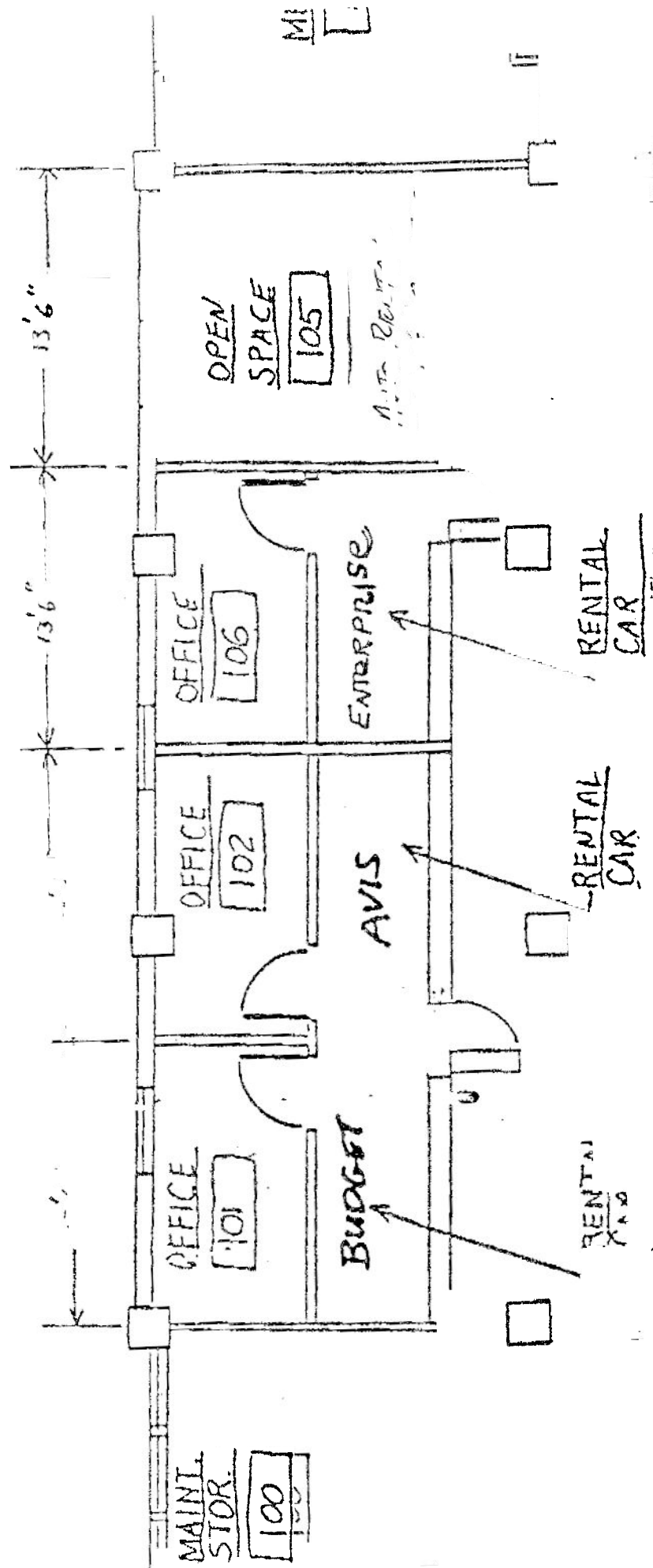


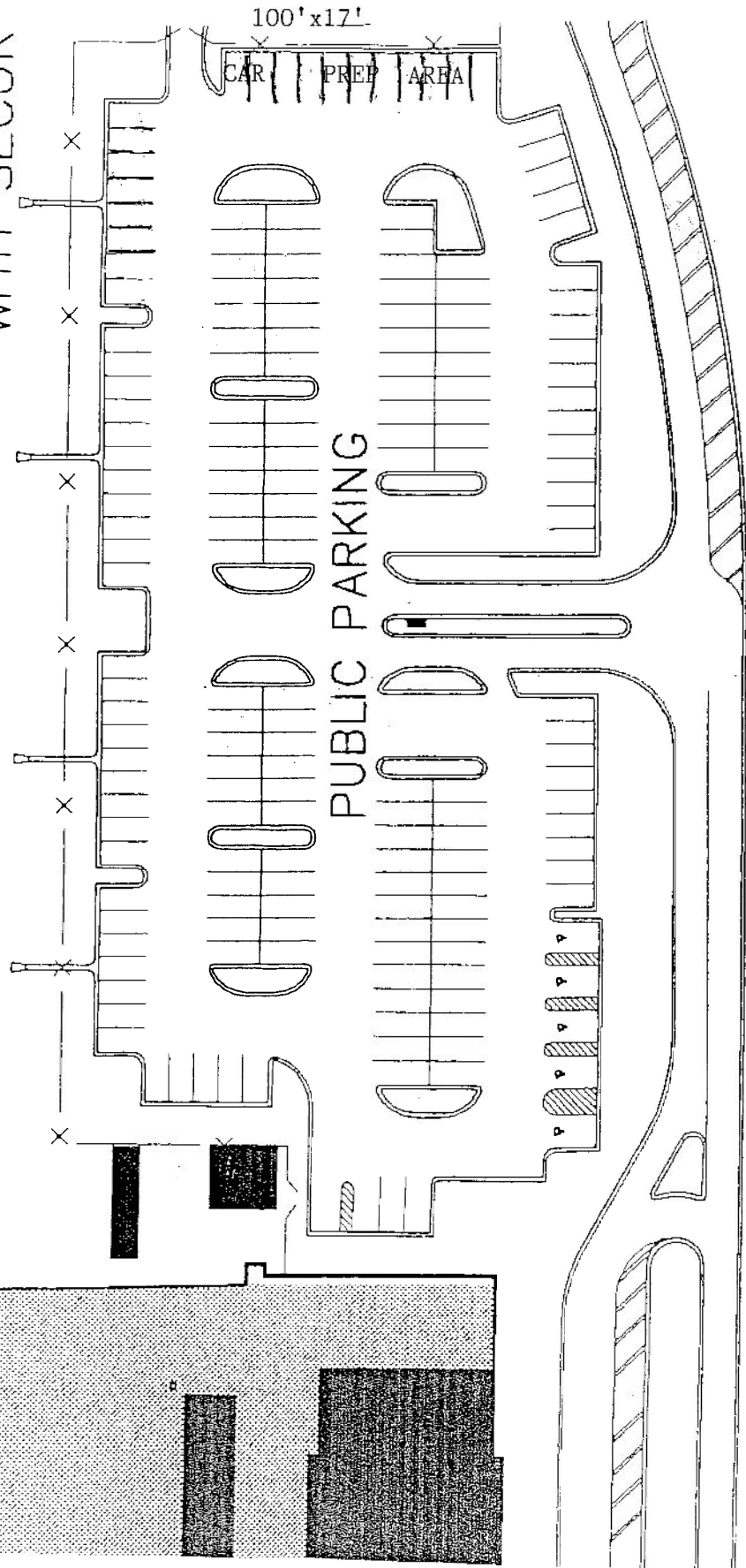
Exhibit A

FUTURE ATC

EXHIBIT B

CAR PREPARATION AREA

WITH SECUR

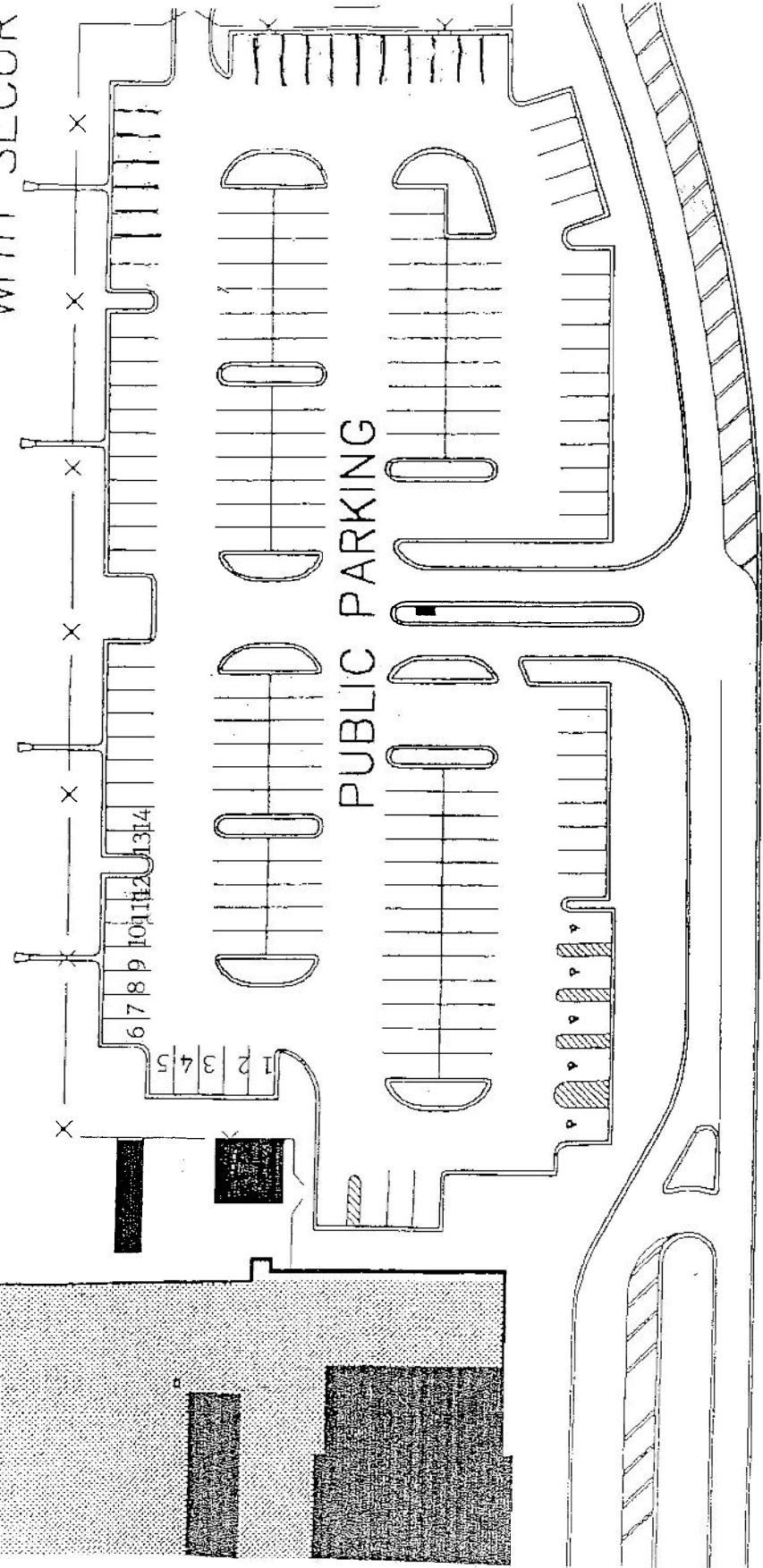


E R C I A L

EXHIBIT C
CAR READY SPACES

FUTURE ATC

WITH SECUR



ER C I A L

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list

NON-COLLUSION AFFIDAVIT

I, Simon Ellis of the city of Park Ridge
according to law on my oath, and under penalty of perjury, depose and say that:

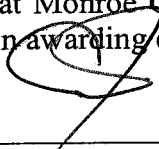
- I am Vice President, Properties and Concessions
of the firm of The Hertz Corporation
the bidder making the Proposal for the project described in the Notice for Calling for bids for:
Automobile Rental Concession at Florida Keys Marathon Airport
and that I executed the said proposal with full authority to do so:

the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and

no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;

5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Met


(Signature of Bidder) Simon Ellis

July 6, 2005
(Date)

STATE OF: New Jersey

COUNTY OF: Bergen

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Simon Ellis
who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this 6th day of July 2005.



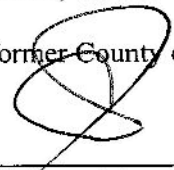
NOTARY PUBLIC

My Commission Expires: LINDA DRAVIN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 24, 2009

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

Simon Ellis warrants that he/~~it~~ has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee. M4



Simon Ellis (signature)

Date: July 6, 2005

STATE OF New Jersey

COUNTY OF Bergen

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Simon Ellis who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 6th day of July, 20 05.

NOTARY PUBLIC

My commission expires:

OMB - MCP FORM #4

LINDA DRAVIN
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN. 24, 2009

DRUG-FREE WORKPLACE FORM


The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

The Hertz Corporation
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


The Hertz Corporation


By: _____
Bidder's Signature Simon Ellis

July 6, 2005

Date

MB - MCP

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
03/02/2005

PRODUCER MARSH USA, INC 44 WHIPPANY ROAD MORRISTOWN, NJ 07962	Serial #	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED THE HERTZ CORPORATION, HERTZ VEHICLES LLC, HERTZ EQUIPMENT RENTAL CORP, HERTZ SERVICE PUMP & COMPRESSOR, HERTZ LOCAL EDITION, HERTZ RAC 225 BRAE BLVD PARK RIDGE, NJ 07656	INSURERS AFFORDING COVERAGE	
	INSURER A: SELF INSURED	NAIC#
	INSURER B: INSURANCE COMPANY OF PA	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	SELF INSURED		UNTIL CANCELED	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	SELF INSURED SI #3652		UNTIL CANCELED	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	3715131	01/01/05	01/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

APPROVED BY RISK MANAGEMENT
BY: *[Signature]*
DATE: 3/2/05
WAIVER: N/A
YES: *[Signature]*
NO: *[Signature]*

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
THE COUNTY OF MONROE, ITS ELECTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL AND AUTO LIABILITY FOR ALL WORK CONTRACTUALLY OBLIGATED THROUGHOUT THE STATE OF FLORIDA.

CERTIFICATE HOLDER

MONROE COUNTY BOARD OF COMMISSIONERS
PO BOX 1026
KEY WEST, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE: *[Signature]*